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AGREEMENT  
BETWEEN  
HUDSON COUNTY AREA  
VOCATIONAL-TECHNICAL SCHOOLS  
EDUCATION ASSOCIATION

( NON-INSTRUCTIONAL MEMBERS )

EXHIBIT NO. V-2  
IDENT.        EVID.       

MAY 1983



AND  
BOARD OF EDUCATION  
OF THE  
HUDSON COUNTY AREA  
VOCATIONAL-TECHNICAL SCHOOLS

Board of Education



X July 1, 1981 - for the duration thereof

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## **PREAMBLE**

This agreement is made entered into on this first day of July, 1981 by and between the Board of Education (hereinafter referred to as the "Board") and the Hudson County Area Vocational-Technical Schools Education Association (hereinafter referred to as the "Association").

## **ARTICLE I PRINCIPLES**

Section 1. Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel and non-instructional personnel.

Section 2. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Schedule "A" attached hereto and made a part hereof.

Section 3. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of the agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

Section 4. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith with honor, support and seek to fulfill.

Section 5. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other within reasonable time, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

Section 6. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes preexisting policy, rules, regulations of the parties will operate retroactively unless expressly so stated.

#### **ARTICLE II RECOGNITION**

Section 1. The Board agrees to and hereby does recognize the Association as the whole and exclusive negotiation agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of employees in the classification set forth in Schedule "A" attached hereto and made a part hereof for the duration of this agreement.

Section 2. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees shall include female employees.

#### **ARTICLE III MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT**

Section 1. The Board agrees to enter into collective negotiations with the legally designated bargaining agent of the non-instructional members over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach Agreement on all matters concerning the terms and conditions of employment of said members. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all non-instructional members, be reduced to writing, be signed by the board and the Association, and be adopted by the Board.

Section 2. During negotiations, the party making the proposals shall submit such proposals in writing to the other party. Receipt of a proposal shall be acknowledged in writing within five (5) days. Negotiations shall commence with a meeting at a mutually

satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Section 3. Whenever members of the bargaining unit are mutually scheduled by parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a dispute by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.
2. An "aggrieved person" is an employee, employees, or the Association, directly effected by a grievance.
3. The "parties of the grievance" are:
  - a. The person or persons making the grievance
  - b. The person or persons representing the aggrieved individual or individuals
  - c. The person or persons to whom the grievance applies.
  - d. The person or persons who are representing the individual or individuals against whom the grievance is presented.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

### **C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent.

2. Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

#### **3. Level One**

An employee submitting a grievance shall first discuss it with his principal or subordinate administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

If the person or persons to whom the grievance applies is an administrator above the principal level, the employee informally should discuss the grievance with such administrator.

#### **4. Level Two**

If the aggrieved persons or persons is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee" within five (5) school days after the decision at Level One or twenty (20) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the proper administrator.

#### **5. Level Three**

If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the proper administrator, the aggrieved person or persons may within five (5) school days thereafter request in writing that the Chairman of the PR & R Committee submit his grievance to the Board of Education. Within fifteen (15) days after receiving the request, the Board shall review the request, hold a hearing, with the

person, and render its decision in writing within ten (10) days of the hearing, to the employee and a copy placed in the permanent file kept by the Board Secretary.

#### 6. Level Four - Arbitration

a. If the aggrieved person is not satisfied with disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, he may, within five (5) school days, after a decision by the Board, or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submits its grievance to arbitration. If the Association determines that the grievance is meritorious.

It may submit the grievance within fifteen (15) school days after receipt of a request by the aggrieved person. If the Association determines that the grievance is not meritorious and should not be submitted to arbitration by the Association, the aggrieved person, individually, shall have the right to submit his grievance to arbitration within fifteen (15) days after receipt of notice from the Association that it will not pursue his grievance to arbitration. A copy of the Association's notice to the aggrieved person requests arbitration without Association Approval, the Association shall not be responsible for any costs incurred in pursuing the grievance.

b. Within ten (10) school days after such written notice of submission to arbitration, the Association approval shall request the American Arbitration Association for a list of arbitrators. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly and shall issue a decision. The arbitrator shall have the right to frame issues when either party cannot agree on the issues, and shall not issue awards which are in violation of law or public policy, or shall he issue awards which are outside the scope of the grievance definition sustained herein, or which may violate the terms of this agreement. The determination the arbitrator shall be advisory. However, if the Board fails to agree with an arbitrator's award, then all awards thereafter shall be binding upon the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of a hearing room, if any, shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring same.

7. Time Limits at any level of the procedure may be waived by mutual consent

**e. Rights of Employees to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representatives selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present.

2. The parties in interest may call upon competent professional or lay representatives and consultants, including members of the administrative and supervisory staffs, to attend meetings for which provision is hereinabove made and to participate in the discussions thereat.

**f. Miscellaneous**

All meetings and hearings under this grievance procedure shall not be conducted public and shall include only such parties in interest, including witnesses, if any, their designated or selected representatives, as herein above referred to. All parties in this Agreement do hereby solemnly covenant and agree to observe any grievance procedure confidential.

**ARTICLE V**  
**EMPLOYEE RIGHTS**

Section 1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees every employee of the Board shall have the right freely to organize, join and support Associations and its affiliates for the purpose of engaging in collective negotiations. The duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly encourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates.

collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Section 4. Whenever any employee is required to appear before the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of employment or the salary or any increment pertaining hereto, then he shall be given prior written notice of the reasons for such meeting or interview. Any suspension of an employee pending charges shall be with pay, except in the case of a serious infraction.

Section 5. No employee shall be prevented from wearing pins or other identification membership in the Association or its affiliates.

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. The Board agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations agendas and minutes of all board meetings, census data, individual and group health insurance premiums and experience resources, names and work stations of all non-certified personnel, and such other information that shall assist the Association in developing

intelligent, accurate, informed constructive programs, together with information which may be necessary for the Association to process any grievance or complaint. Regarding such requests for information; they shall not interfere with normal office procedures of the Board; no records shall leave the board of Education offices; and the expense of duplicating any data shall be borne by the Association.

**Section 2.** Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings, shall suffer no loss of pay

**Section 3.** The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and shall toward request form to the Board Secretary for Board Approval.

**Section 4.** The Association shall have the right to use school facilities equipment, calculating machines, and all types of audio-visual equipment if not otherwise in use.

The Association shall pay for the reasonable cost of all materials and supplies necessitated as a result thereof.

**Section 5.** Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

**Section 6.** The Association shall have the right to use the inter-school mail facilities and school mail boxes.

Section 7. In the event there is no Association Representative in any work location, an Authorized Representative from another work location may be designated Authorized Representative of the Association by a letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of Association Representatives as set forth in this Agreement, expect that such representative shall not be entitled to leave the premises of the work location in which he works during his working hours.

Section 8. The rights and privileges of the Association and its representatives are set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees.

## ARTICLE VII

### SALARY AND HOURS OF WORK

Section 1. The salaries of all employees covered by this agreement are set forth in Schedule "B".

Section 2. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year service toward the next increment step for the following year. Employees employed after January 1 but prior to June 30 shall remain in Step 1 of the salary schedule for the next year of employment.

Section 3. The regular work week shall be: Monday to Friday, thirty five (35) hours or the regular school day for the Secretaries and clerks; forty (40) hours for custodians and maintenance men. Overtime will be paid after (40) hours for all categories at the rates set forth in Schedule (C) of this Agreement. Overtime for work over normal hours.

Section 4. When there are more than two (2) school functions held after school or evenings, two (2) custodians will be assigned, if determined necessary by the principal.

Section 5. Whenever work is being done in a building, including Saturday and Sunday, a custodian from the same building may be assigned. If a custodian from a different building is assigned by the Board, the Board shall accept all responsibility

Night school pay monthly every effort will be made to pay night school on a schedule basis.

## **ARTICLE VIII**

### **TRANSFER & REASSIGNMENT**

**Section 1.** Employees desiring a change in employment shall make their request in writing to the proper administrator. These requests shall be granted wherever possible, as possible. If there are no vacancies available at that time, prior consideration shall be given to the individuals requesting transfer when positions become available.

**Section 2.** Involuntary transfers will be made when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.

**Section 3.** The proper administrator shall discuss the transfer with the employee and or his representative and shall make the final assignment in writing before the transfer takes place.

**Section 4.** In the event of transfer or reassignment to a lesser paying job, salary shall be determined as provided in Article XVI, Section 1. C, of this agreement.

## **ARTICLE IX**

### **VACANCIES AND NEW POSITIONS**

**Section 1.** Notice of all vacancies of employees covered by this contract shall be posted in each school by the proper administrator within 10 (ten) days of:

- A. Receipt of a letter of resignation
- B. Official Board action vacating a position or creating a new position within the school system.

**Section 2.** The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same, and shall be posted at all work stations.

**Section 3.** Employees who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training shall be given preference. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.

Section 4. All qualified personnel shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainment of all applicants.

Section 5. All full time non-instructional staff will be considered permanent employees after the forty-fifth (45)th day of their employment and will then be eligible for pensions rights

Section 6. Any additional programs coming under the jurisdiction of our school district that require staffing, shall first be offered to our staff in the order of seniority in the particular position.

## **ARTICLE X**

### **SICK LEAVE**

Section 1. Sick leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his immediate household.

Section 2. All employees shall be allowed sick leave with full pay. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years. 12 month employees will receive 1 additional non-accumulative sick day.

### **ALLOWANCE FOR PERSONAL ILLNESS**

#### **Salary Schedule Experience**

##### **Full Pay**

<b>1 to 10 years inclusive</b>	<b>11 days</b>
<b>10 years plus 1 day thru. 15 years inclusive</b>	<b>15 days</b>
<b>15 years plus 1 day thru. 20 years inclusive</b>	<b>20 days</b>
<b>Over 20 days</b>	<b>25 days</b>

Section 3 After this has been used, complete and full deductions of the employee's daily or monthly salary may be placed into effect at the discretion of the Board of Education. Any additional programs coming under the jurisdiction of our school district that require staffing, shall first be offered to our staff in the order of seniority in the particular position.

Section 4 The Board of Education may, at its own discretion, extend the above sick leave policy in individual cases.

Section 5. All days referred to are working days

Section 6 Employees shall be given written notice by September 1 of accumulated sick leave and salary effective July 1.

Section 7 The Board shall, whenever practical, provide for substitute clerks when necessary

## ARTICLE XI

### OTHER LEAVE

Section 1. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

A. Two (2) days leave of absence for personal, legal, business, household or family matter which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made in writing at least three (3) days before taking such leave (except in the case of emergencies). Unused personal days shall be cumulative as sick leave.

B. Time necessary for appearances in any legal proceeding, subject to approval by the Superintendent or Board Secretary

C. Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, and any other member of the immediate household

Employees shall be granted up to one (1) day in the event of death of a relative outside the immediate family defined above.

D. Up to (5) days at marriage and honeymoon (Grandfathered July 1, 1981).

E. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

F. Up to (7) days at any one time in the event of serious illness of a spouse, child, mother, father (75% of total salary or 25% reduction will be taken).

G. Other leaves of absence with pay may be granted by the Board for good reason.

Section 2. Leaves taken pursuant to Section 1 above shall be addition to any sick leave to which the employee is entitled.

Section 3. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

Section 4. The board shall adhere to state mandated regulations on maternity leave.

Section 5. Other leaves of absence without pay may be granted by the Board for good reason.

Section 6. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

Section 7. All extensions or renewals of leaves shall be applied for in writing. An applicant will be notified in writing if approved or disapproved.

## ARTICLE XII

### EMPLOYEE IMPROVEMENT

Section 1. In an attempt to provide the most efficient and economical work force possible, the Board agrees:

A. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which an employee is requested by the Administration to take.

B. To cooperate with the Association in arranging in-service courses, workshops, and programs designed to improve the quality of work performed by its employees.

C. When non-instructional personnel attend Board-approved workshops for the purpose of increasing efficiency in their jobs, the Board shall pay the registration fee up to \$20.00 for a maximum of 25 people per year.

## **ARTICLE XIII**

### **INSURANCE PROTECTION**

Section 1. The Board shall continue the same insurance contract for all employees as outlined in the teachers' contract. Insurance coverage after 45 days continuous service.

## **ARTICLE XIV**

### **VACATIONS**

Section 1. Each employee shall be entitled to vacation with pay at an annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined below:

0 - 1 YEAR	2 WEEKS
1 - 5 YEARS	3 WEEKS
Over 5 YEARS	4 WEEKS

Section 2. The vacation period shall be optional from July 1 to September 1. All unused vacation time shall be accumulated. Whenever possible, seniority in the choice of vacations shall prevail.

## **ARTICLE XV**

### **HOLIDAYS**

Section 1. All 10 month employees will follow the school calendar when school is in session for specific work days, with the exception of the extended holidays of Easter and Christmas. 12-month employees shall be off Holy Thurs., Good Fri, and the Mon. after Easter. They shall also be off Christmas Eve, Christmas day, New Year's day, and one day in between Christmas and New Year's day. If Christmas or New Year's falls on a Sun. the

employee shall be given Mon. off plus the one day in between Christmas and New Year's. All employees shall be off New Year's Eve. All 12-month employees, in addition, will receive:

- A. Labor Day
- B. Independence Day

## **ARTICLE XVI**

### **SENIORITY & JOB SECURITY**

Section 1. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District Seniority only if he:

(a) resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.

(b) is laid off for more than thirteen (13) consecutive calendar months.

Section 2. In the event of a departmental or work location reduction in, force including reductions caused by the discontinuance of a facility or its relocation, the employee shall be laid off in the inverse order of seniority of the employees in the department involved.

(a) At least three (3) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall be first assigned to the vacancies involved.

(b) In the event that there is no such vacancy, then the laid-off employee shall, within said three-day period, be entitled to displace the appointed employee with the least seniority in the same classification in any other work location in the department, or, at his option, he may displace the appointed employee with

the least seniority in a lesser classification provided the displaced employee has less seniority than he and provided he is capable of performing the work with the same efficiency as the appointed employee whom he seeks to replace.

(c) In the event of involuntary transfers to a lesser paying job, pay should be frozen until appropriate step of the salary guide is reached, but at no time shall such employee suffer a reduction in salary. In the event of voluntary transfer to a lesser paying job, the lower pay scale will apply.

(d) The department shall furnish to each laid-off employee, before said three-day period, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he is in a position promptly to exercise his rights under sub-paragraph (a) above.

(e) Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of his displacement to exercise his seniority rights, as set forth in sub-paragraphs (a) and (b) above.

Section 3. Displacing appointed employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to follow procedures as outlined in Article IX, Section 4.

Section 4. In the event that, within one (1) year from the date of his lay-off, a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his seniority.

Section 5. Notice of recall shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Director of the department involved, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within five (5) days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

Section 6. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his accumulated seniority to the date of layoff.

Section 7. Five (5) days' notice of layoff shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced under Section 5 hereof.

Section 8. An employee who is discharged or laid-off shall have seven (7) calendar days within which to file a written grievance under Article IV hereof. In the event that no written grievance is filed within said time, the lay off or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

Section 9. All notices for job opportunities within the negotiation unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each job opportunity shall be sent to the association.

Section 10. Contractual tenure for those not covered by law, (5 year) additional service from July 1, 1981 will be required to obtain tenure. All service prior to July 1, 1981 will not be counted.

#### ARTICLE XVII

##### DEDUCTIONS FROM SALARY

Section 1. The Board agrees to deduct from the salaries of its employees dues the Local Association, the County Education Association, the New Jersey Education Association, or and one or any combination of such Associations as said employee individually and voluntarily authorized the Board to deduct. Such deductions shall be within compliance with Chapter 233, Public Laws of 1969 (NJS 52:14-15, 9e), and rules established by the State Department of Education. Said monies together with the records of any corrections shall be transmitted to the treasurer of the local Association by the 15th of each month following the monthly pay period in which deduction were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

Section 2. Each of the associations named above shall certify to the Board, in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change. 85% union dues for non-union members excluding supt., assistant supt., and board secretary.

ship dues shall give the Board written notice prior to the effective date of such change. 85% union dues for non-union members excluding supt., assistant supt., and board secretary.

## **ARTICLE XVIII**

### **DELIVERIES**

Section 1. All materials shall be delivered inside buildings whenever possible.

Section 2. Summer deliveries shall not be made after 3:00 P.M., if possible.

## **ARTICLE XIX**

### **EMERGENCY SITUATIONS**

Section 1. Accidents occurring in school should be reported to the Superintendent with a carbon copy to the Board Secretary.

Section 2. If a building is evacuated, no personnel shall be required to return to the building until clearance is given by the Police and Fire Departments.

## **ARTICLE XX**

### **MISCELLANEOUS**

Section 1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Section 2. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give full force and effect as Board policy.

Section 3. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in

this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

**Section 4.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Section 5.** Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement the agreement, during its duration, shall be controlling.

**Section 6.** Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at 2000 85th Street, North Bergen, New Jersey 07047
2. If by Board, to Association at the home of the President.

**PENDING TO AGREEMENT**

The Board of Education and the Hudson County Area Vocational-Technical School have also come to an agreement that a Dental Program will be in effect for all faculty and staff members on February 1, 1979. This plan shall be equal to the County Employees plan or better.

#### **SCHEDULE A**

##### **UNIT DEFINITION**

This contract to cover all:

- A. Attendance Officers
- B. Bookkeepers
- C. Cafeteria Personnel
- D. Clerks
- E. Custodian Maintenance Foreman
- F. Custodian/Driver
- G. Drivers
- H. Janitorial Staff - Full and Part Time
- I. Maintenance Personnel

J. Office Personnel  
K. Pupil Transportation Services Foreman  
L. Secretaries  
M. Security Guards  
N. Supply & Inventory Foreman

This contract to cover all:

1. Supt Office Staff
2. Personnel Office Staff
3. Business Office Staff
4. Principal Office Staff
5. Transportation Dept
6. Custodial Maintenance Dept.

Board of Education of the  
Hudson County Area Vocational Technical Schools

BY Joseph A. Mantineo  
DATE June 26, 1981

BY Sebastian D'Amico  
Frank G. Roberts  
Dorothy Anaglia

#### **SCHEDULE C**

##### **Longevity Program**

Three (3) years of service	2%
Five (5) years of service	4%
Eight (8) years of service	6%
Eleven (11) years of service	8%
Fifteen (15) years of service	10%

This is a proposal for new Non-Instructional employees employed after July 1, 1981.

##### **LONGEVITY PAY**

After 5 years	\$200.00
After 10 years	400.00
After 15 years	600.00
After 20 years	800.00

Previous longevity schedule still in effect for employees employed before July 1, 1981.

J. Office Personnel  
K. Pupil Transportation Services Foreman  
L. Secretaries  
M. Security Guards  
N. Supply & Inventory Foreman

This contract to cover all.

1. Supt Office Staff
2. Personnel Office Staff
3. Business Office Staff
4. Principal Office Staff
5. Transportation Dept
6. Custodial Maintenance Dept.

Board of Education of the  
Hudson County Area Vocational Technical Schools

BY Joseph A. Martineo  
DATE June 26, 1981

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**Overtime Rates (After 40 hours per week)**

**Weekdays - 1 1/2 times basic hourly rate**

**Saturdays - 1 1/2 times basic hourly rate**

**Sundays - 2 times basic hourly rate**

**Holidays - 2 times basic hourly rate**

**Clothing Allowances**

All custodians, maintenance men and bus drivers will be issued two (2) three piece uniforms, each consisting of one (1) long sleeved shirt, and one (1) short sleeved shirt. A new three (3) piece uniform will be supplied yearly thereafter.

Each custodian and maintenance man will be allotted fifteen (15) dollars towards the purchase of shoes for work. The Board will purchase rain gear for custodial work, one (1) each of sizes medium and large for each school, which shall remain the property of the Board. This will not be replaced every year.

Cafeteria personnel and matrons will be issued two (2) uniforms and one (1) each year thereafter.

**MISCELLANEOUS PROVISIONS**

**PENDING TO AGREEMENT**

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This plan shall be equal to the County Employees Plan or better.